REMARKS

This Application has been carefully reviewed in light of the Office Action mailed March 28, 2002. Applicant respectfully requests reconsideration and favorable action.

Requirement for Information

The Examiner requires Applicant to provide any known publications, brochures, manuals, and press releases that describe the software product, Rhythm, described in the following two documents identified by the Examiner: *Intelligent Manufacturing Report*, dated March 1995; and *What New Tools Will Best Tame Time?* by Parker, dated January 1994. Materials responsive to the Examiner's requirement are submitted herewith and listed in Appendix A.

The Claims are Allowable Over the Proposed
James-Lee-Cavallaro Combination

The Examiner rejects Claims 11-12, 15-16, 18, 27-28, 31-32, and 34 under 35 U.S.C. § 103(a) as being unpatentable over European Patent Office Publication No. 0425405A2 by James et al. ("*James*") in view of U.S. Patent No. 5,712,985 to Lee et al. ("*Lee*") and in further view of *New Para Research MRP II System Adapts Itself to Your Business* by Cavallaro ("*Cavallaro*").

Independent Claims 11 and 27

Assuming for the sake of argument that *Lee* and *Cavallaro* could be properly combined with *James*, the proposed combination would still fail to disclose, teach, or suggest the following limitations specifically recited in independent Claims 11 and 27:

- a product forecast model that represents "pre-allocated supply of the product to the seller, the pre-allocated supply being a supply of the product that has been pre-allocated to the seller for promising to subsequent customer orders for the product through the seller"; and

- computing "the amount of the product that is ATP at a seller according to the planned supply, the customer orders, the pre-allocated supply, and the amount of the product that is ATP at one or more other sellers."

As acknowledged by the Examiner, *James* does not disclose these limitations. As further discussed in detail in Applicant's December 6, 2001 Response, *James* and *Lee* fail to disclose, teach, or suggest these limitations, whether considered singly or in combination. As discussed below, *Cavallaro* similarly fails to disclose, teach, or suggest these limitations, whether considered alone or in combination with *James* and *Lee*.

1.   *Product Forecast Model Representing a Pre-Allocated Supply of a Product to a Seller for Promising to Subsequent Customer Orders for the Product Through the Seller*

Cavallaro discloses a system for use in multi-warehouse and multi-company environments (Page 1, Lines 28-30) that includes a number of modules. When an Inventory and Purchasing Management module is installed, the user defines the set of transactions to be tracked by the system, such as purchase orders, vendor receipts, production orders, stock transfers, issues, sales, and returns. (Page 2, Lines 2-5). The system keeps up to six different inventory balances for each inventory location (on hand, allocated, reserved for customers, held, in transit, and available to promise) at three different levels (general, warehouse, and a user-defined third level such as lot or date). (Page 2, Lines 8-12). Thus, *Cavallaro* merely discloses tracking various transactions and keeping an allocated inventory balance and an available-to-promise inventory balance for an inventory location. There is no disclosure, teaching, or suggestion whatsoever in *Cavallaro* that the "allocated" inventory balance represents a supply of a product that has been "pre-allocated to the seller for promising to subsequent customer orders for the product through the seller, as recited in Claims 11 and 27. If anything, the "allocated" inventory balance disclosed in *Cavallaro* would be interpreted by one of ordinary skill in the art at the time of the invention as referring to inventory that has been allocated to customers, in the form of promises, as disclosed in *James* and discussed in the "Background of the Invention" section of Applicant's specification as being known in the art. Nowhere does *Cavallaro* disclose, teach, or suggest a product forecast module

representing a pre-allocated supply of a product that has been "pre-allocated to the seller for promising to subsequent customer orders for the product through the seller," as recited in Claims 11 and 27.

2. *Computing the Amount of the Product that is ATP at a Seller According to Pre-Allocated Supply*

In addition to the Inventory and Purchasing Management module discussed above, *Cavallaro* discloses a Resource Planning Module that includes demand forecasting, master production scheduling, material requirements planning (MRP), and capacity planning. (Page 2, Lines 28-30). According to *Cavallaro*, forecasts can include any type of independent demand (sales, warehouse replenishment, planned purchases), and time fences and horizons for forecasting and all subsequent processing and reporting are defined by the user. (Page 2, Lines 30-33). Thus, *Cavallaro* merely discloses various transactions a user can define for tracking and a Resource Planning module that includes demand forecasting. As discussed above, *Cavallaro* fails to disclose, teach, or suggest in any manner Applicant's recited "pre-allocated supply of the product to the seller." *Cavallaro* therefore necessarily fails to disclose, teach, or suggest computing "an amount of a product that is ATP at a seller" according to "the planned supply, the customer orders, the pre-allocated supply, and the amount of the product that is ATP at one or more other sellers," as recited in Claims 11 and 27.

For at least these reasons, Claims 11 and 27 are patentably distinct from the proposed *James-Lee-Cavallaro* combination. Accordingly, Applicant respectfully requests allowance of Claims 11 and 27, along with all claims that depend on Claims 11 and 27.

Dependent Claims 12, 15-16, 18, 28, 31-32, and 34

Dependent Claims 12, 15-16, 18, 28, 31-32, and 34 depend on Claims 11 and 27, which Applicant has shown to be allowable, are allowable for at least this reason. These dependent claims also recite further patentable distinctions over the prior art of record.

As an example, Claims 12 and 28 recite "adjust[ing] the pre-allocated supply of the product to the seller according to one or more business criteria selected from the group consisting of seller criteria, product criteria, forecast criteria, supply criteria, customer order criteria, and policy criteria." As discussed above, the proposed *James-Lee-Cavallaro* combination fails to disclose, teach, or suggest in any manner Applicant's recited "pre-allocated supply of the product to the seller." Thus, this combination of references necessarily fails to disclose, teach, or suggest adjusting the recited pre-allocated supply of a product to a seller "according to one or more business criteria selected from the group consisting of seller criteria, product criteria, forecast criteria, supply criteria, customer order criteria, and policy criteria." *Cavallaro* fails even to disclose adjusting any supply of a product "according to one or more business criteria selected from the group consisting of seller criteria, product criteria, forecast criteria, supply criteria, customer order criteria, and policy criteria." *Cavallaro* merely discloses different inventory balances kept for an inventory location.

As another example, Claims 15 and 31 recite "adjust[ing] the pre-allocated supply of the product to the seller" according to "a quantity of the product the seller has committed to selling." As discussed above, the proposed *James-Lee-Cavallaro* combination fails to disclose, teach, or suggest in any manner Applicant's recited "pre-allocated supply of the product to the seller." Thus, this combination of references necessarily fails to disclose, teach, or suggest adjusting the recited pre-allocated supply of a product to a seller according to "a quantity of the product the seller has committed to selling." *Cavallaro* fails even to disclose adjusting any supply of a product according to "a quantity of the product the seller has committed to selling." *Cavallaro* merely discloses demand forecasts that include sales demand and planned purchases.

As another example, Claims 16 and 32 recite computing, for a customer order requesting a quantity of a product through a seller, a promise that is "restricted according to the pre-allocated supply of the product to the seller." As discussed above, the proposed *James-Lee-Cavallaro* combination fails to disclose, teach, or suggest in any manner Applicant's recited "pre-allocated supply of the product to the seller." Thus, this

combination of references necessarily fails to disclose, teach, or suggest computing, for a "customer order requesting a quantity of a product through the seller," a promise that is "restricted according to the pre-allocated supply of the product to the seller." *Cavallaro* fails even to disclose computing a promise for a customer order that is restricted according to any supply of a product. *Cavallaro* merely discloses different inventory balances kept for an inventory location and demand forecasts that include sales demand and planned purchases.

Accordingly, for at least these reasons, Applicant respectfully requests allowance of dependent Claims 12, 15-16, 18, 28, 31-32, and 34.

The Claims are Allowable Over the Proposed
James-Lee-Cavallaro-Rhodes Combination

The Examiner also rejects dependent Claims 13-14 and 29-30 as being unpatentable over *James* in view of *Lee*, in further view of *Cavallaro*, and in further view of *The Keys to the Enterprise: Integrated Applications Drive Information Systems to New Horizons* by Rhodes ("*Rhodes*"). Claims 13-14 and 19-20 depend on Claims 11 and 27, which Applicant has shown to be allowable, are allowable for at least this reason. Claims 13-14 and 19-20 also recite further patentable distinctions over the prior art of record.

As an example, Claims 13 and 29 recite "receiv[ing] from the remote system a promise computed at the remote system for a customer order requesting a quantity of a product through the seller, the promise [having been] computed according to the pre-allocated supply of the product to the seller." As discussed above, the proposed *James-Lee-Cavallaro* combination fails to disclose, teach, or suggest in any manner Applicant's recited "pre-allocated supply of the product to the seller." This limitation is also entirely absent from *Rhodes*. Thus, this combination of references necessarily fails to disclose, teach, or suggest a promise that has been "computed according to the pre-allocated supply of the product to the seller," as recited in Claims 13 and 29.

As another example, Claims 14 and 29 recite "adjust[ing] the amount of the product that is ATP at the one or more other sellers if the promise exceeds the pre-allocated supply of the product to the seller." As discussed above, the proposed *James-Lee-Cavallaro* combination fails to disclose, teach, or suggest in any manner Applicant's recited "pre-allocated supply of the product to the seller." This limitation is also entirely absent from *Rhodes*. Thus, this combination of references necessarily fails to disclose, teach, or suggest "adjust[ing] the amount of the product that is ATP at the one or more other sellers if the promise exceeds the pre-allocated supply of the product to the seller," as recited in Claims 14 and 29.

Accordingly, for at least these reasons, Applicant respectfully requests allowance of dependent Claims 13-14 and 29-30.

The Claims are Allowable Over the Proposed
James-Lee-Cavallaro-Smith Combination

The Examiner also rejects Claims 17, 19-21, 23-26, 33, 35-37, and 39-42 as being unpatentable over *James* in view of *Lee*, in further view of *Cavallaro*, and in further view of *Dun & Bradstreet Software Delivers Sales and Promotion System to Manufacturers* by Smith et al. ("*Smith*").

Dependent Claims 17 and 33

Dependent Claims 17 and 33 depend on Claims 11 and 27, which Applicant has shown to be allowable, are allowable for at least this reason. Claims 17 and 33 also recite further patentable distinctions over the prior art of record. As an example, Claims 17 and 33 recite a policy rule including a "restriction on either the forecasted sales or the pre-allocated supply of the product to the seller." As discussed above, the proposed *James-Lee-Cavallaro* combination fails to disclose, teach, or suggest in any manner Applicant's recited "pre-allocated supply of the product to the seller." As discussed in Applicant's December 6, 2001 Response, these deficiencies are not accounted for in *Smith*. *Smith* merely discloses price and discount effectivity dating, without providing any meaningful explanation. Thus, this

combination of references necessarily fails to disclose, teach, or suggest a policy rule that includes a "restriction on either the forecasted sales or the pre-allocated supply of the product to the seller," as recited in Claims 17 and 33. Accordingly, for at least these reasons, Applicant respectfully requests allowance of dependent Claims 17 and 33.

Independent Claims 19 and 35

Assuming for the sake of argument that *Lee*, *Cavallaro*, and *Smith* could be properly combined with *James*, the proposed combination would still fail to disclose, teach, or suggest the following limitations specifically recited in independent Claims 19 and 35:

- a product forecast model that represents "pre-allocated supply of the product to the seller, the pre-allocated supply being a supply of the product that has been pre-allocated to the seller for promising to subsequent customer orders for the product through the seller"; and

- computing "the amount of the product that is ATP at a seller according to the planned supply, the customer orders, the pre-allocated supply, and the amount of the product that is ATP at one or more other sellers."

As discussed above, the proposed *James-Lee-Cavallaro* combination fails to disclose, teach, or suggest these limitations. As discussed in Applicant's December 6, 2001 response, *Smith* also fails to disclose, teach, or suggest these limitations. For at least these reasons, Claims 19 and 35 are patentably distinct from this combination of references. Accordingly, Applicant respectfully requests allowance of Claims 19 and 35, along with all claims that depend on Claims 19 and 35.

Dependent Claims 20-21, 23-26, 36-37, and 39-42

Dependent Claims 20-21, 23-26, 36-37, and 39-42 depend on Claims 19 and 35, which Applicant has shown to be allowable, are allowable for at least this reason. These dependent claims also recite further patentable distinctions over the prior art of record.

As an example, Claims 21 and 37 recite "adjust[ing] the pre-allocated supply of the product to the seller according to one or more business criteria selected from the group

consisting of seller criteria, product criteria, forecast criteria, supply criteria, customer order criteria, and policy criteria." As discussed above, the proposed *James-Lee-Cavallaro* combination fails to disclose, teach, or suggest in any manner Applicant's recited "pre-allocated supply of the product to the seller." Thus, this combination of references necessarily fails to disclose, teach, or suggest adjusting the recited pre-allocated supply of a product to a seller "according to one or more business criteria selected from the group consisting of seller criteria, product criteria, forecast criteria, supply criteria, customer order criteria, and policy criteria." *Cavallaro* fails even to disclose adjusting any supply of a product "according to one or more business criteria selected from the group consisting of seller criteria, product criteria, forecast criteria, supply criteria, customer order criteria, and policy criteria." *Cavallaro* merely discloses different inventory balances kept for an inventory location.

As another example, Claims 23 and 39 recite "adjust[ing] the pre-allocated supply of the product to the seller" according to "a quantity of the product the seller has committed to selling." As discussed above, the proposed *James-Lee-Cavallaro* combination fails to disclose, teach, or suggest in any manner Applicant's recited "pre-allocated supply of the product to the seller." Thus, this combination of references necessarily fails to disclose, teach, or suggest adjusting the recited pre-allocated supply of a product to a seller according to "a quantity of the product the seller has committed to selling." *Cavallaro* fails even to disclose adjusting any supply of a product according to "a quantity of the product the seller has committed to selling." *Cavallaro* merely discloses demand forecasts that include sales demand and planned purchases.

As another example, Claims 24 and 40 recite computing, for a customer order requesting a quantity of a product through a seller, a promise that is "restricted according to the pre-allocated supply of the product to the seller." As discussed above, the proposed *James-Lee-Cavallaro* combination fails to disclose, teach, or suggest in any manner Applicant's recited "pre-allocated supply of the product to the seller." Thus, this combination of references necessarily fails to disclose, teach, or suggest computing, for a "customer order requesting a quantity of a product through the seller," a promise that is

"restricted according to the pre-allocated supply of the product to the seller." *Cavallaro* fails even to disclose computing a promise for a customer order that is restricted according to any supply of a product. *Cavallaro* merely discloses different inventory balances kept for an inventory location and demand forecasts that include sales demand and planned purchases.

As an example, Claims 25 and 41 recite a policy rule including a "restriction on either the forecasted sales or the pre-allocated supply of the product to the seller." As discussed above, the proposed *James-Lee-Cavallaro* combination fails to disclose, teach, or suggest in any manner Applicant's recited "pre-allocated supply of the product to the seller." As discussed in Applicant's December 6, 2001 Response, these deficiencies are not accounted for in *Smith*. *Smith* merely discloses price and discount effectivity dating, without providing any meaningful explanation. Thus, this combination of references necessarily fails to disclose, teach, or suggest a policy rule that includes a "restriction on either the forecasted sales or the pre-allocated supply of the product to the seller," as recited in Claims 25 and 41.

Accordingly, for at least these reasons, Applicant respectfully requests allowance of dependent Claims 20-21, 23-26, 36-37, and 39-42

The Claims are Allowable Over the Proposed
James-Lee-Cavallaro-Rhodes-Smith Combination

The Examiner also rejects Claims 22 and 38 as being unpatentable over *James* in view of *Lee*, in further view of *Cavallaro*, in further view of *Rhodes*, and in further view of *Smith*. Claims 22 and 38 depend on Claims 19 and 35, which Applicant has shown to be allowable, are allowable for at least this reason. Claims 22 and 38 also recite further patentable distinctions over the prior art of record.

As an example, Claims 22 and 38 recite "receiv[ing] from the remote system a promise computed at the remote system for a customer order requesting a quantity of one or more items through the seller, the promise [having been] computed according to at least the pre-allocated supply for corresponding products." As discussed above, the proposed *James-*

Lee-Cavallaro combination fails to disclose, teach, or suggest in any manner Applicant's recited "pre-allocated supply of the product to the seller." This limitation is also entirely absent from *Rhodes*, as well as *Smith*. Thus, this combination of references necessarily fails to disclose, teach, or suggest "receiv[ing] from the remote system a promise computed at the remote system for a customer order requesting a quantity of one or more items through the seller, the promise [having been] computed according to at least the pre-allocated supply for corresponding products," as recited in Claims 22 and 38.

Accordingly, for at least these reasons, Applicant respectfully requests allowance of dependent Claims 22 and 38.

Conclusion

For the foregoing reasons, and for other reasons clearly apparent, Applicant respectfully requests reconsideration and full allowance of all pending claims.

If the Examiner believes that a telephone conference would advance prosecution of this Application in any manner, the Examiner is invited to call Christopher W. Kennerly, attorney for Applicant, at 214.953.6812.

A check in the amount of $220.00 is attached for a two-month extension of time. The Commissioner is hereby authorized to charge any fee and credit any overpayment to Deposit Account No. 02-0384 of Baker Botts L.L.P.

Respectfully submitted,

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DAL01:680419.1

APPENDIX A

List of Materials Submitted in Response to Examiner's Requirement
for Information Under 37 C.F.R. § 1.105

(1)   Industrial Engineering, *Scheduling Software*, page 45, December 1991.

(2)   i2 Technologies, Inc., *Tech Staff Plan,* April 8, 1993.

(3)   Intellection, Inc., *Rhythm Intelligent Planning and Scheduling Systems.*

(4)   Intellection, Inc., *Rhythm Intelligent Planning and Scheduling Systems*, February 1994.

(5)   Intellection, Inc., *Searching the World for the Best Planning and Scheduling Solution?*

(6)   Intellection, Inc., *Intellection, Inc. is now i2 Technologies, Inc.*, New Release, March 1, 1994.

(7)   i2 Technologies, Inc., *Planning and Scheduling by any other Name is Guesswork*, 1994.

(8)   Benchmarking Partners, *Accessing i2 Technologies' Rhythm*, 1994.

(9)   *Tech Staff Plan 2_7,* June 16, 1994.

(10)   *Rhythm 2 Project Plans.*

(11)   i2 Technologies, Inc., *Rhythm Data Dictionary*, February 7, 1995.

(12)   i2 Technologies, Inc., *Rhythm Intelligent Planning and Scheduling Systems MP Manual*, February 10, 1995.

(13)   i2 Technologies, Inc., *Rhythm Intelligent Planning and Scheduling Systems MP Manual*, February 10, 1995.

(14)   i2 Technologies, Inc., *Rhythm Intelligent Planning and Scheduling Systems User's Manual*, March 15, 1995.

(15)   i2 Technologies, Inc., *Rhythm Intelligent Planning and Scheduling Systems Reference Manual*, March 15, 1995.

(16)   i2 Technologies, Inc., *Rythm Record Manual*, March 15, 1995.

(17)   i2 Technologies, Inc., *Rhythm Intelligent Planning and Scheduling Systems Dynamic Scheduler Manual*, June 29, 1995.

(18) i2 Technologies, Inc., *Rhythm Intelligent Planning and Scheduling Systems MP Manual*, January 11, 1996.

(19) i2 Technologies, Inc., *Rhythm Intelligent Planning and Scheduling Systems Reference Manual*, January 30, 1996.

(20) i2 Technologies, Inc., *Rhythm Intelligent Planning and Scheduling Systems User's Manual*, February 5, 1996.